

Senate Engrossed House Bill

**FILED**

**MICHELE REAGAN**  
**SECRETARY OF STATE**

State of Arizona  
House of Representatives  
Fifty-third Legislature  
First Regular Session  
2017

**CHAPTER 224**  
**HOUSE BILL 2145**

AN ACT

AMENDING TITLE 44, CHAPTER 11, ARIZONA REVISED STATUTES, BY ADDING ARTICLE  
2; RELATING TO CONSUMER HOUSEHOLD GOODS.

(TEXT OF BILL BEGINS ON NEXT PAGE)

1 Be it enacted by the Legislature of the State of Arizona:

2 Section 1. Title 44, chapter 11, Arizona Revised Statutes, is  
3 amended by adding article 2, to read:

4 ARTICLE 2. HOUSEHOLD GOODS MOVERS

5 44-1611. Definitions

6 IN THIS ARTICLE, UNLESS THE CONTEXT OTHERWISE REQUIRES:

7 1. "ADVERTISEMENT" HAS THE SAME MEANING PRESCRIBED IN SECTION  
8 44-1521.

9 2. "CARRIER'S LIEN" MEANS A LIEN THAT IS ESTABLISHED UNDER SECTION  
10 47-7307.

11 3. "CONSUMER" MEANS AN INDIVIDUAL WHO USES OR INTENDS TO USE  
12 HOUSEHOLD GOODS MOVING SERVICES PROVIDED BY A HOUSEHOLD GOODS MOVER.

13 4. "HOUSEHOLD GOODS" MEANS GOODS THAT ARE USED PRIMARILY FOR  
14 PERSONAL, FAMILY OR HOUSEHOLD PURPOSES AND THAT ARE USED IN CONNECTION  
15 WITH HOUSEHOLD GOODS MOVING SERVICES.

16 5. "HOUSEHOLD GOODS MOVER" MEANS A PERSON THAT PROVIDES HOUSEHOLD  
17 GOODS MOVING SERVICES.

18 6. "HOUSEHOLD GOODS MOVING SERVICES":

19 (a) MEANS THE LOADING, PACKING, MOVING, TRANSPORTING, STORING WHILE  
20 IN TRANSIT, DELIVERING, UNLOADING OR OTHERWISE TAKING POSSESSION OR  
21 CONTROL OF HOUSEHOLD GOODS FROM A CONSUMER FOR THE PURPOSE OF INTRASTATE  
22 HOUSEHOLD GOODS MOVES TO ANOTHER LOCATION AT THE DIRECTION OF THE CONSUMER  
23 FOR A FEE.

24 (b) DOES NOT INCLUDE MOVING HOUSEHOLD GOODS FOR DISPOSAL OR  
25 DESTRUCTION OR MOVING HOUSEHOLD GOODS FROM A FACTORY OR STORE, UNLESS A  
26 CONSUMER HAS PURCHASED THE PROPERTY TO BE MOVED FROM A FACTORY OR STORE  
27 WITH THE INTENT TO USE THAT PROPERTY FOR PERSONAL, FAMILY OR HOUSEHOLD  
28 PURPOSES.

29 7. "MOVING DESTINATION" MEANS THE LOCATION THAT THE CONSUMER  
30 SPECIFIES IS WHERE THE HOUSEHOLD GOODS SHALL BE DELIVERED AND UNLOADED.

31 8. "PERSON" HAS THE SAME MEANING PRESCRIBED IN SECTION 44-1521.

32 44-1612. Exemption qualifications

33 A. TO QUALIFY FOR THE EXEMPTION SET FORTH IN SECTION 44-1614, A  
34 HOUSEHOLD GOODS MOVER MUST:

35 1. PROVIDE TO THE CONSUMER A WRITTEN CONTRACT THAT MEETS ALL OF THE  
36 FOLLOWING REQUIREMENTS:

37 (a) IS SIGNED AND DATED, THROUGH ELECTRONIC MEANS OR OTHERWISE, BY  
38 THE CONSUMER AND HOUSEHOLD GOODS MOVER BEFORE THE HOUSEHOLD GOODS MOVER  
39 PROVIDES ANY HOUSEHOLD GOODS MOVING SERVICES OR TAKES POSSESSION OF ANY  
40 HOUSEHOLD GOODS.

41 (b) INCLUDES:

42 (i) THE NAME, TELEPHONE NUMBER AND PHYSICAL ADDRESS OF THE  
43 HOUSEHOLD GOODS MOVER THAT ISSUES THE CONTRACT AND THAT PROVIDES THE  
44 HOUSEHOLD GOODS MOVING SERVICES.

(ii) THE DATE AND TIME OF THE SCHEDULED HOUSEHOLD GOODS MOVING SERVICES.

(iii) THE NAME, ADDRESS AND TELEPHONE NUMBER OF THE CONSUMER, THE ADDRESS OF WHERE THE HOUSEHOLD GOODS THAT NEED TO BE MOVED ARE LOCATED AND THE ADDRESS OF THE MOVING DESTINATION.

(iv) A DETAILED LIST OF HOUSEHOLD GOODS MOVING SERVICES TO BE PROVIDED UNDER THE CONTRACT AND ANY OTHER FEES THAT THE CONSUMER MAY BE REQUIRED TO PAY.

(v) A LIST OF ANY TERMS AND CONDITIONS FOR PAYMENT OF THE TOTAL CHARGES, INCLUDING A NOTICE OF ANY MINIMUM CHARGES.

(vi) A LIST OF ACCEPTABLE METHODS OF PAYMENT FOR THE HOUSEHOLD GOODS MOVING SERVICES.

(vii) A STATEMENT AS TO WHETHER A HOUSEHOLD GOODS MOVER WILL REIMBURSE CONSUMERS FOR ANY LOSS OR DAMAGE INCURRED DURING THE MOVE AND, IF APPLICABLE, AN EXPLANATION OF HOW THE HOUSEHOLD GOODS MOVER WILL REIMBURSE CONSUMERS FOR LOSS OR DAMAGE AND THE PROCESS CONSUMERS MUST FOLLOW TO OBTAIN A REIMBURSEMENT.

(viii) THE TOTAL ESTIMATED PRICE, INCLUDING ALL ANTICIPATED FEES AND CHARGES, BASED ON THE SPECIFIC CIRCUMSTANCES OF THE SERVICES TO BE PERFORMED.

2. BEFORE PROVIDING ANY HOUSEHOLD GOODS MOVING SERVICES, THE HOUSEHOLD GOODS MOVER MUST ALSO PROVIDE THE CONSUMER WITH A CLEAR AND CONSPICUOUS DISCLAIMER WITH THE FOLLOWING LANGUAGE: "BY SIGNING THIS DISCLAIMER, I ACKNOWLEDGE THAT THE HOUSEHOLD GOODS MOVER MAY REFUSE TO UNLOAD AND DELIVER MY HOUSEHOLD GOODS UNTIL I HAVE PAID THE TOTAL ESTIMATED PRICE SET FORTH IN THIS CONTRACT. I CAN CANCEL THIS CONTRACT AT ANY TIME PRIOR TO THE MOVING COMPANY PROVIDING SERVICES." THE DISCLAIMER MUST BE SIGNED BY THE HOUSEHOLD GOODS MOVER AND THE CONSUMER.

3. THE HOUSEHOLD GOODS MOVER MUST PROVIDE TO THE CONSUMER A LEGIBLE COPY OF THE SIGNED CONTRACT AND THE DISCLAIMER BEFORE PROVIDING ANY HOUSEHOLD GOODS MOVING SERVICES.

B. THE CONSUMER MAY CANCEL THE CONTRACT AT ANY POINT BEFORE THE HOUSEHOLD GOODS MOVER PROVIDES ANY HOUSEHOLD GOODS MOVING SERVICES. THE NOTICE OF CANCELLATION DOES NOT NEED TO BE IN ANY PARTICULAR FORM AND IS EFFECTIVE IF IT INDICATES THE INTENTION OF THE CONSUMER NOT TO BE BOUND BY THE CONTRACT.

44-1613. Unlawful moving practices

A. EXCEPT AS PROVIDED IN SECTION 44-1614, AFTER TAKING POSSESSION OF A CONSUMER'S HOUSEHOLD GOODS, A HOUSEHOLD GOODS MOVER MAY NOT REFUSE TO DELIVER OR UNLOAD A CONSUMER'S HOUSEHOLD GOODS OR ENFORCE, OR THREATEN TO ENFORCE, A CARRIER'S LIEN AGAINST A CONSUMER'S HOUSEHOLD GOODS WHEN PROVIDING HOUSEHOLD GOODS MOVING SERVICES FOR AN INTRASTATE MOVE. FOR THE PURPOSES OF THIS SUBSECTION, A WRITTEN ESTIMATE OR CONTRACT THAT INCLUDES DISCLOSURE OF A CARRIER'S LIEN DOES NOT CONSTITUTE THREATENING TO ENFORCE A CARRIER'S LIEN.



1           B. ANY ADVERTISEMENT OR REPRESENTATION BY A HOUSEHOLD GOODS MOVER  
2 RELATING TO:

3           1. INSURANCE, LOSS OR DAMAGE MUST ACCURATELY DISCLOSE THE EXTENT TO  
4 WHICH THE REFERENCED INSURANCE AND THE HOUSEHOLD GOODS MOVER WILL COVER  
5 LOSS OR DAMAGE INCURRED DURING HOUSEHOLD GOODS MOVING SERVICES.

6           2. FEES, CHARGES AND RATES MUST ACCURATELY DISCLOSE ALL FEES,  
7 CHARGES AND RATES.

8           C. AN ACT OR PRACTICE IN VIOLATION OF THIS ARTICLE CONSTITUTES AN  
9 UNLAWFUL PRACTICE UNDER SECTION 44-1522. THE ATTORNEY GENERAL MAY  
10 INVESTIGATE AND TAKE APPROPRIATE ACTION AS PRESCRIBED BY CHAPTER 10,  
11 ARTICLE 7 OF THIS TITLE. IN ADDITION TO BEING SUBJECT TO THE ENFORCEMENT  
12 AND PENALTY PROVISIONS IN CHAPTER 10, ARTICLE 7 OF THIS TITLE, A HOUSEHOLD  
13 GOODS MOVER THAT VIOLATES THIS ARTICLE IS SUBJECT TO ANY OTHER CIVIL OR  
14 CRIMINAL ACTION, REMEDY AND PENALTY PROVIDED BY LAW.

15           44-1614. Delivery and unloading of household goods; exemption

16           A. IF A HOUSEHOLD GOODS MOVER COMPLIES WITH SECTION 44-1612 AND THE  
17 HOUSEHOLD GOODS MOVER HAS TRANSPORTED THE HOUSEHOLD GOODS TO THE MOVING  
18 DESTINATION, ALL OF THE FOLLOWING APPLY:

19           1. THE HOUSEHOLD GOODS MOVER MAY REQUIRE THE CONSUMER TO TENDER THE  
20 TOTAL ESTIMATED PRICE SET FORTH IN THE CONTRACT PURSUANT TO SECTION  
21 44-1612 BEFORE DELIVERING AND UNLOADING THE HOUSEHOLD GOODS, EXCEPT THAT  
22 ON A CONSUMER'S REQUEST A HOUSEHOLD GOODS MOVER MAY NOT REFUSE OR CHARGE  
23 ADDITIONAL FEES TO DELIVER AND UNLOAD MEDICINE OR MEDICAL DEVICES OR ITEMS  
24 USED TO TREAT OR ASSIST AN INDIVIDUAL WITH A DISABILITY.

25           2. ON THE CONSUMER'S TENDER OF PAYMENT OF THE TOTAL ESTIMATED PRICE  
26 SET FORTH IN THE CONTRACT, LESS ANY AMOUNTS PREVIOUSLY COLLECTED FROM THE  
27 CONSUMER, THE HOUSEHOLD GOODS MOVER MUST DELIVER AND UNLOAD HOUSEHOLD  
28 GOODS AT THE MOVING DESTINATION.

29           3. A HOUSEHOLD GOODS MOVER MAY NOT REFUSE TO DELIVER AND UNLOAD  
30 HOUSEHOLD GOODS TO A CONSUMER AT THE MOVING DESTINATION BASED ON THE  
31 HOUSEHOLD GOODS MOVER'S REFUSAL OR INABILITY TO ACCEPT A METHOD OF PAYMENT  
32 LISTED IN THE CONTRACT PURSUANT TO SECTION 44-1612.

33           4. IF A CONSUMER DOES NOT TENDER THE TOTAL ESTIMATED PRICE SET  
34 FORTH IN THE CONTRACT PURSUANT TO SECTION 44-1612, THE HOUSEHOLD GOODS  
35 MOVER MAY REFUSE TO DELIVER AND UNLOAD THE HOUSEHOLD GOODS UNTIL THE  
36 CONSUMER TENDERS PAYMENT OF THE TOTAL ESTIMATED PRICE.

37           B. IF A HOUSEHOLD GOODS MOVER REFUSES TO DELIVER AND UNLOAD  
38 HOUSEHOLD GOODS, THE HOUSEHOLD GOODS MOVER MUST USE REASONABLE CARE TO  
39 SAFEGUARD, PRESERVE AND PROTECT THE HOUSEHOLD GOODS UNTIL THE HOUSEHOLD  
40 GOODS ARE PROPERLY DELIVERED AND UNLOADED AT THE MOVING DESTINATION.

41           C. IF A HOUSEHOLD GOODS MOVER UNLAWFULLY FAILS TO DELIVER AND  
42 UNLOAD HOUSEHOLD GOODS, A PEACE OFFICER MAY TAKE CUSTODY OF THE HOUSEHOLD  
43 GOODS OR DIRECT THE HOUSEHOLD GOODS MOVER TO DELIVER AND UNLOAD THE  
44 HOUSEHOLD GOODS TO THE CONSUMER.



1 D. AFTER THE WRITTEN CONTRACT IS SIGNED PURSUANT TO SECTION  
2 44-1612, IF THE CONSUMER MAKES ANY REQUEST FOR AN ADDITIONAL SERVICE NOT  
3 REFLECTED IN THE CONTRACT PRESCRIBED BY SECTION 44-1612, THE HOUSEHOLD  
4 GOODS MOVER MUST OBTAIN WRITTEN ACKNOWLEDGEMENT FROM THE CONSUMER OF THE  
5 FEE THE CONSUMER SHOULD EXPECT TO PAY FOR THE SERVICE REQUESTED BEFORE THE  
6 HOUSEHOLD GOODS MOVER PROVIDES THE SERVICE. THE HOUSEHOLD GOODS MOVER  
7 MUST ALSO PROVIDE THE CONSUMER WITH A COPY OF THE WRITTEN ACKNOWLEDGEMENT  
8 OF THE FEE BEFORE PROVIDING THE SERVICE.

9 E. AFTER DELIVERING AND UNLOADING THE HOUSEHOLD GOODS AT THE MOVING  
10 DESTINATION, A HOUSEHOLD GOODS MOVER MAY PRESENT AN INVOICE FOR ANY  
11 REMAINING CHARGES FOR ADDITIONAL SERVICES NOT REFLECTED IN THE CONTRACT  
12 PRESCRIBED BY SECTION 44-1612, BUT THAT IS ACKNOWLEDGED UNDER SUBSECTION D  
13 OF THIS SECTION. TO SECURE PAYMENT FOR ANY ADDITIONAL SERVICES PROVIDED,  
14 A HOUSEHOLD GOODS MOVER MAY NOT REFUSE TO DELIVER AND UNLOAD HOUSEHOLD  
15 GOODS AT THE MOVING DESTINATION. IF THE TOTAL AMOUNT COLLECTED BY A  
16 HOUSEHOLD GOODS MOVER EXCEEDS THE AMOUNT PRESCRIBED BY THE CONTRACT AS SET  
17 FORTH IN SECTION 44-1612 AND ANY ACKNOWLEDGED FEES AS SET FORTH IN  
18 SUBSECTION D OF THIS SECTION, THE HOUSEHOLD GOODS MOVER SHALL REFUND THE  
19 EXCESS AMOUNT. THE REQUIREMENT TO REFUND THE EXCESS AMOUNT DOES NOT APPLY  
20 TO ANY GRATUITY THAT MAY HAVE BEEN COLLECTED BY THE HOUSEHOLD GOODS MOVER.

21 44-1615. Waiver prohibited; failure to comply with article

22 A. THE REQUIREMENTS AND RIGHTS SET FORTH IN THIS ARTICLE MAY NOT BE  
23 WAIVED.

24 B. IF A HOUSEHOLD GOODS MOVER FAILS TO COMPLY WITH ANY REQUIREMENTS  
25 PRESCRIBED IN THIS ARTICLE, THE HOUSEHOLD GOODS MOVER IS NOT ELIGIBLE FOR  
26 THE EXEMPTION SET FORTH IN SECTION 44-1614.

27 44-1616. Lawful collection of monies

28 NOTWITHSTANDING ANY PROVISION OF THIS ARTICLE, A HOUSEHOLD GOODS  
29 MOVER IS ENTITLED TO PURSUE ANY LAWFUL MEANS TO COLLECT AN AMOUNT PROPERLY  
30 DUE FROM A CONSUMER AFTER THE HOUSEHOLD GOODS MOVER HAS FINISHED  
31 DELIVERING AND UNLOADING THE HOUSEHOLD GOODS AT THE MOVING DESTINATION.

**APPROVED BY THE GOVERNOR MAY 1, 2017.**

**FILED IN THE OFFICE OF THE SECRETARY OF STATE MAY 1, 2017.**

Passed the House February 14, 2017

by the following vote: 60 Ayes,

0 Nays, 0 Not Voting

76 R. B. ...  
Speaker of the House

☒ Pro Tempore

Jim Drake  
Chief Clerk of the House

Passed the Senate April 18, 2017

by the following vote: 28 Ayes,

0 Nays, 2 Not Voting

Steve B. ...  
President of the Senate

Susan ...  
Secretary of the Senate

EXECUTIVE DEPARTMENT OF ARIZONA  
OFFICE OF GOVERNOR

This Bill received by the Governor this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

at \_\_\_\_\_ o'clock \_\_\_\_\_ M.

\_\_\_\_\_  
Secretary to the Governor

Approved this \_\_\_\_\_ day of

\_\_\_\_\_

at \_\_\_\_\_ o'clock \_\_\_\_\_ M.

\_\_\_\_\_  
Governor of Arizona

EXECUTIVE DEPARTMENT OF ARIZONA  
OFFICE OF SECRETARY OF STATE

This Bill received by the Secretary of State

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

at \_\_\_\_\_ o'clock \_\_\_\_\_ M.

\_\_\_\_\_  
Secretary of State

H.B. 2145

HOUSE CONCURS IN SENATE  
AMENDMENTS AND FINAL PASSAGE

April 25, 20 17,

by the following vote: 56 Ayes,

0 Nays, 3 Not Voting 1 Vacant

[Signature]  
Speaker of the House

[Signature]  
Chief Clerk of the House

EXECUTIVE DEPARTMENT OF ARIZONA  
OFFICE OF GOVERNOR

This Bill was received by the Governor this

30<sup>th</sup> day of April, 20 17,

at 12:09 o'clock P. M.

[Signature]  
Secretary to the Governor

Approved this 1<sup>st</sup> day of

May, 20 17,

at 1:51 o'clock \_\_\_\_\_ M.

[Signature]  
Governor of Arizona

H.B. 2145

EXECUTIVE DEPARTMENT OF ARIZONA  
OFFICE OF SECRETARY OF STATE

This Bill was received by the Secretary of State

this 1 day of May, 20 17,

at 7:03 o'clock P M.

[Signature]  
Secretary of State